



# REQUEST FOR PROPOSALS TITLE PAGE

Include This Page as the First Page in Your Proposal Response

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City of Lynchburg, Virginia, Procurement Division

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## **PROPOSAL TITLE: CITY HALL A/V RENOVATION**

This is the City of Lynchburg's Request for Proposal No. **05-257** issued **APRIL 22, 2005, to purchase and install audio/visual improvements to City Hall, 900 Church Street, Lynchburg, Va. 24504.** Direct inquiries for information to V. Eloise Bowling, CPPB, Senior Buyer, Phone 434-455-3961; Fax 434-845-0711 or email [eloise.bowling@lynchburgva.gov](mailto:eloise.bowling@lynchburgva.gov).

An **optional** Pre-proposal Conference will be held on Wednesday, May 4, 2005 at 10:00 a.m., in the City Council Chambers, City Hall Building, 900 Church Street. Prospective firms are strongly encouraged to attend to offer comments or ask questions regarding this purchase. Subsequent changes to this Request for Proposal will be made only by written addendum issued by the City of Lynchburg Procurement Division and published on City web site at [www.lynchburgva.gov](http://www.lynchburgva.gov). It is each Offeror's responsibility to check the web site for any updates.

Sealed proposals will be accepted prior to **3:00 p.m. Local Time Prevailing May 27, 2005**, however, only the names of prospective offerors responding to the Request for Proposals will be made available. Proposals received after the stated due date and time shall not be considered.

Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and should note all addenda issued.

Acknowledge receipt of addenda here: No. \_\_\_\_ Date: \_\_\_\_ No. \_\_\_\_ Date: \_\_\_\_

Submit Proposals: BY HAND DELIVERY, POSTAL MAIL SERVICE OR EXPRESS CARRIER TO:

City of Lynchburg  
Procurement Division  
Third Floor City Hall Building  
900 Church Street  
Lynchburg, Virginia 24504

State delivery date of apparatus

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Information the Offeror deems Proprietary is included in the proposal response in section(s):**

\_\_\_\_\_. See Paragraph B on page 3 for guidelines on submitting proprietary information. In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: \_\_\_\_\_

\_\_\_\_\_  
Fed ID OR SOC. SEC. NO.: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Fax: (     ) \_\_\_\_\_

Signature: \_\_\_\_\_

Authorized Representatives Signature

Typed or Printed Name, Title \_\_\_\_\_

\_\_\_\_\_  
City's Purchasing Officer Signature

## I. SUBMISSION OF PROPOSALS

- A. An original, so marked, and three (8) copies, so marked, for a total of nine (9) copies of your proposal document are required. One copy of proposal in an electronic format, either floppy disk or CD in Microsoft Word format or PDF file must also accompany each. The City will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the City to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

### B. Submission of Proprietary Information

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. (Section 2.2-4342 of the Code of Virginia). Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.

- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- D. The City reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the successful Contractor. The City reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interest.
- E. By submitting a proposal response, the Offeror agrees that the proposal response will not be withdrawn for a period of 90 days following the due date for proposal responses.
- F. By submitting a proposal response, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City.
- G. By submitting a proposal response, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- H. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal response. All proposals submitted will become the property of the City.

## II. GENERAL INFORMATION:

### A. BACKGROUND:

From this Request for Proposal and subsequently negotiated Contract, the objective of this project is to upgrade the current audio/visual facilities of the City Council chambers and the training room on the 2<sup>nd</sup> floor (also used for City Council work sessions) located at City Hall, 900 Church St., Lynchburg, VA 24504. City Council meetings are held on the second and fourth Tuesday of each month.

**The Council Chambers** has an overhead projector for transparencies that is projected on a wall



and a homemade voting board to illustrate individual Council votes. No facilities exist for PC, tape or document/drawing presentations without something portable being set up in advance. The evening sessions are broadcast locally on Adelphia channel 7. The audio and lighting in the room are adequate for such broadcasts.



Each of the seven Council members and the two City staff positions sitting behind the dais has wired lavalier microphones. Eight other staff members and one at the presenter's table have gooseneck microphones, all wired back to a rack behind the dais, which is also fed to the Adelphia studio on the basement floor. Currently they are all used in a "push-to-talk" configuration.



While technically there is nothing wrong with the current audio system, there are two problems that occur with some frequency. The first is when people forget to turn on their microphones, only those in close proximity can hear which hinders the television audience's ability to follow along. The other issue occurs when a presenter

has to turn away from their microphone or there is more than one presenter, audio cannot be heard. Generally a City technician is present at each meeting and is stationed behind the front wall in the event of equipment failure. The existing equipment has the ability to activate a microphone when someone forgets to turn it on, but because of the lack of visibility it makes it difficult to know when to override the system.

Material presented by speakers cannot be viewed very well unless hardcopies are distributed to everyone in advance which is not possible for all audiences. There are four audiences that are targeted for improved visibility; 1) each of the Council members, 2) City staff members, 3) the audience in the room and 4) the television audience.

**The Training Room** on the 2<sup>nd</sup> floor of City Hall has a video projector mounted from the ceiling for projection to a screen on the front wall. The current projector is barely sufficient and everyone could benefit from a brighter projector. An overhead transparency projector can be used as well and there are provisions for PC presentations through the projector. Microphones are available; however, there is no current need to use them by City Council in this room. Council work



sessions are held in this room once per month during the summer. The Planning Commission does use existing microphones to record sessions to cassette tape. While the local press occasionally tapes items for the evening news, there are no live broadcasts of these sessions to a television audience.

## **B. STATEMENT OF NEED:**

The City has made every effort to provide detailed descriptions for the A/V system needs. There are a number of designs that can be used to satisfy the requirements and since prices tend to fluctuate, final design and configurations will be decided by the City with the successful Contractor.

The work to be provided shall include the furnishing of all equipment, accessories, labor and materials necessary for the installation of a complete and operating A/V system. Any material, software or equipment necessary for proper operation of the system not specified or described herein shall be called to the attention of Lynchburg prior to making the final award. If not, said material, software and equipment will be the Offeror's financial responsibility. This includes any software and equipment required during or after the system installation.

## **C. A/V GENERAL REQUIREMENTS:**

**Proposed Systems must provide the following:**

### **Council Chambers**

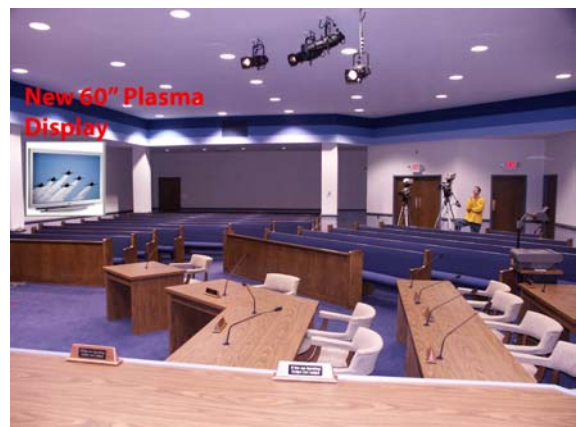
**1.0 Displays** – For the left wall, a motorized 10' screen should be mounted as illustrated to support a new ceiling mounted projector. A wall mounted switch should also be included for remote control. The projector should be a minimum 4,200 lumens with a minimum 1,024 x 768 resolution and the ability to accept feeds from a switch providing multiple input sources.

For the right wall a 60" plasma, dlp or equivalent screen with the same SVGA resolution should be mounted to accommodate the same switched inputs as illustrated.

For the nine seated positions behind the dais and four (or up to 12) of the City staff positions in front of the dais, a flat screen 15" or 17" monitor should be mounted underneath the work surface to allow viewing the same switched inputs. The work surface should still be usable which can be accomplished with see-through tops. Alternative configurations will be considered provided they do not block the view of any of the audiences.

**2.0 Remote Control** – A wireless remote control (such as programmable AMX/Extron equipment) should be provided. The remote should be able to:

- Select input sources from a PC, an Overhead Document Camera, a VHS/DVD player, Cable, etc.
- Control audio levels from the same input sources.
- Lower lighting levels by integrating with existing controls.
- Select preset zoom and focus levels for the Overhead Document Camera for A-F size documents. A manual zoom control should also be provided.





- Provide Stop, Play, FF & Rewind abilities to the VHS/DVD unit.
- Turn applicable equipment on/off (except for the PC).

**3.0 Overhead Document Camera** – A ceiling mounted high resolution document camera should be mounted for hardcopy presentations. The objective is to view documents ranging from 8½ x 11 to “E” size engineering drawings, placed on a work surface. The remote control would have preset zoom and focus based on “A”, “B” and “E” size documents.

A new work surface would have to be provided beside the current guest speaker location as illustrated.



**4.0 Speaker Timer** – To assist speakers with compliance to the guidelines regarding length of time to speak, a timer should be placed on the guest speaker work surface. It should be equipped with green, yellow and red indicators that inform the speaker of their status. The timer should also have the ability to support multiple time lengths and should be controlled remotely from the City Manager’s position at the center of the dais.

**5.0 Audio** – There are two parts to the audio requirements. The first will require some audio analysis time. The second may require a relocation of the audio monitoring position and equipment. The issue being addressed is twofold. There are 18 positions (nine with gooseneck microphones, nine with wired Lavalier microphones) wired for audio. Each position has a switch for activating their microphone in order to speak. When someone forgets to turn on their microphones, the television audience cannot follow the conversation which occurs more often than desired. The second issue occurs when a speaker using the fixed gooseneck microphones turns away while speaking and again the television audience misses out on what is being said.

- The current audio equipment being used consists of:
  - Shure SCM810 (8 channel mixers)
  - Shure SR107 Audio Equalizer
  - Sabine Adaptive Audio Dual Feedback Exterminator FBX-1802
  - Crown 460 CSL amplifier
  - Shure Professional Microphone Mixers M67 (4 channel)
  - Shure Audio Master EQ M63 (4 channels)
  - Bogen Acousta Master Amplifier CT60 Feedback EQ (4 channels)

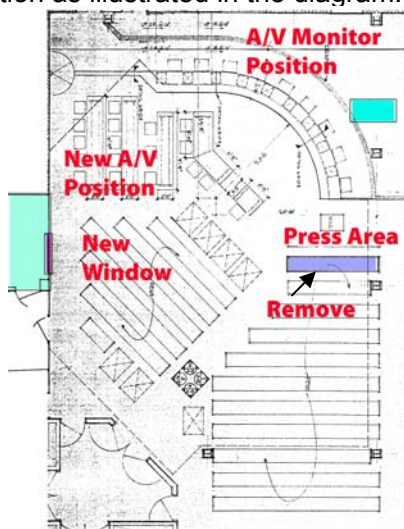
If the existing equipment could be used in a manner to allow an audio technician to override the off setting of the microphones when a person forgets to turn it on, the citizens would benefit from the improvement without spending additional tax dollars. This is where some analysis of all the possible audio options comes in. In the case where the guest speaker or multiple speakers coming forward to present something, a different kind of microphones setup should be looked at to improve the audio coverage and we are open to suggestions.



- The support technician available during the meetings is positioned behind the dais and can only monitor what’s going on via a television monitor from the Adelphia cable feed. In order to improve the opportunity for a microphone switch override, there is a room adjacent to the Council Chambers that could be used and modified with a window to allow more real-time reaction to enable the targeted microphone.

A simple, quick method for the override should be designed to resolve this problem when it

occurs. Equipment and necessary wiring would be needed to be rerouted (or new installed) to the new location as illustrated in the diagram. A sliding glass window would also need to be installed.



**6.0 Press Area** – A problem that exists when the press is present is the location of their camera setup. Often it blocks the Adelphia camera coverage from the back of the room. The proposed solution to this is to broaden the existing area for the press by removing the front bench as illustrated and to relocate the front divider. This work needs to be included as well.

**7.0 PC Presentations** – As previously mentioned, the display and audio systems should support outputs from PC presentations. The City will supply a PC and monitor. The successful vendor will provide display connectivity for the City PC as well as to a guest laptop PC. Current thinking is that it would be located under the new document work surface. A retractable shelf for keyboard and mouse should be installed at this location as well.

**8.0 VHS/DVD Presentations** – A new combination VHS/DVD player should be provided and installed in the new A/V room. Connectivity to the displays and audio system should also be provided.

## Second Floor Training Room

**9.0 Video Projector** – The existing ceiling mounted projector must be replaced with one identical to the requirements for the Council Chambers (4,200 lumens or better, 1,024x768 minimum resolutions). The existing projector screen and portable document camera systems



will continue to be used.



**10.0 Sympodium** – An optional smartboard technology such as the Smart interactive pen display (ID250 or L250) is being considered for use in this room. Please provide quotes for both as well as the necessary connectivity to the existing switching equipment.

**11.0 VHS/DVD Player** - The existing VHS player should be replaced with a combination VHS/DVD player to provide additional A/V presentation capabilities in this room. Existing switching equipment is illustrated in the picture on the right.

### III. SCOPE OF WORK:

The successful Contractor must agree to the following conditions:

3.1 Provide a new A/V system for the City Hall Council Chambers and conference room.

3.2 **Documentation:**

Provide a two (2) complete sets of as-built blueprints (electronic or hardcopy), equipment manuals and operator/user manuals, to the City of Lynchburg.

3.3 **Implementation Plan:**

Offerors shall include a plan and corresponding schedule for implementation of the System including design, engineering, delivery, installation, services and maintenance of the proposed System. This plan shall include, but not be limited to the following:

- A. Schedule for implementation showing expected milestone dates (expressed in weeks, after contract award) for each major activity, i.e., equipment delivery, cabling, installation, testing, set installation, cutover and training.
- B. A description of all tasks to be performed by the successful Contractor prior to and during cutover.
- C. A description of all tasks to be performed by Lynchburg prior to and during cutover.

3.4 **Cut-over Plan:**

- A. Each Proposal shall contain a cutover plan, which describes the method to be used to assure availability of the rooms for the semi-monthly meetings. Any space, power or personnel requirements that will be the responsibility of the City of Lynchburg must be specified in this section of the response. If not, any unspecified items will be the responsibility of the successful Contractor, including any associated costs.
- B. The installation will be completed by July 31, 2005. Training should be provided to City Personnel shortly after the complete installation.

3.5 **System Design Plan:**

Offeror's shall provide a comprehensive plan showing final configuration, circuit arrangements, and software, cabinet and power arrangements.

3.6 **Training:**

The successful Contractor's qualified instructors shall provide user training on City of Lynchburg premises. The successful Contractor shall provide any additional equipment necessary to perform the training and this equipment will be returned upon satisfactory completion of the training. The equipment is to be used to facilitate extensive "hands-on" training for the System and will be returned to the Contractor at the conclusion of all training.

3.7 **Installation Responsibility:**



- 3.7.1 The successful Contractor shall provide and be financially responsible for all equipment, tools, labor, transportation and any other facilities necessary for completion of the installation, including freight and delivery charges.

**3.8 Changes:**

No changes shall be made, nor shall any invoices for changes, modifications, extra orders, deviations, or alterations be recognized or honored except upon a written order from the City of Lynchburg Procurement Division.

**C. PERIOD OF CONTRACT:**

This Contract will be for a period of one (1) year from the date of issuance or until the A/V upgrades are installed, tested and accepted by the City Of Lynchburg.

**D. DEFINITIONS:**

1. Contractor: The successful Offeror who enters into a Contract with the City of Lynchburg to provide the specified A/V equipment.
2. City: Wherever the word "City" appears, it shall be understood to mean the City of Lynchburg.
3. Owner: Wherever the word "Owner" appears, it shall be understood to mean the City of Lynchburg.

**IV. CONTRACTOR REQUIREMENTS:**

- 4.1 It is recommended that the Offerors survey City Hall to determine the best design, electrical and HVAC requirements (potential heat load needs to be planned for in new A/V room). Offerors should verify the location is adequate and state their response in this section. If not, Offerors shall inform the City of Lynchburg as to any construction, environmental, etc. needed. Should the Offeror's not inform the City of Lynchburg, all associated costs with any modifications will be the financial responsibility of the successful Contractor.
- 4.2 Program all components of the system.
- 4.3 The successful Contractor shall cooperate and coordinate with any other contractor, public carrier, etc, whose work has any connection with its work, to insure proper fitting and a workmanlike job. Relationships with such parties shall be the sole responsibility of the successful Contractor.
- 4.4 **Workmanship**
  - 4.4.1 Contractor shall agree to repair or replace all material, equipment or construction work furnished or performed in which failure in any respect is discovered and communicated to the successful Contractor during the progress of the work or within one year from the date of acceptance of the work as a whole.
  - 4.4.2 All materials furnished and all work performed by the successful Contractor shall be of best quality workmanship and material, be free from faulty design and be of sufficient size and capacity to fulfill all aspects of the operating conditions specified in these specifications.
  - 4.4.3 Substitutions: The materials, products and equipment described in these specifications establish a standard of required function, dimension, appearance and quality. It is not the desire of Lynchburg to exclude any products of equal quality. However, any and all substitutions shall be provided in your proposal and approved by the City of Lynchburg.

- 4.4.4 Equipment installation shall be in accordance with the current rules, regulations and recommendations of the local electrical inspection department, Underwriters Laboratories, local and state ordinances, etc. In the absence of adequate standards, the National Electrical Code shall be the minimum acceptable standard. All permits and/or certificates, as required, shall be paid for and secured by the successful Contractor and made available for inspection by Lynchburg as required.
- 4.4.5 The System shall conform to applicable Federal Communications Commission rules and regulations governing Radio Frequency Interference (RFI) and Electro-Magnetic Interference (EMI).
- 4.4.6 The System shall conform to all applicable Electronic Industries Association (EIA) standards and specifications.

**V. ACCEPTANCE OF DELIVERABLES:**

Contract deliverables will be submitted, reviewed, and accepted according to the following:

- a. General - Except where a contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Scope of Services, and/or as subsequently modified by written amendment signed by both parties. All of which shall become part of the final Contract.
- b. Submittal and Initial Review - Upon written notification by the Contractor that a deliverable is completed and available for review and acceptance, the City's authorized representative will use best efforts to review the deliverable within (15) business days after the deliverable is presented for review. In no event shall review of such deliverable require more than (20) business days by the City's authorized representative.
- c. Notice of Rejection - In the event of a partial or total rejection of deliverable, the City's authorized representative shall take immediate action to notify Contractor as to the reasons for rejection. Such notification shall be sufficiently detailed to allow the Contractor to determine why such deliverable is unacceptable. The Contractor may request in writing that the City provide additional information as required to affirm the rejection. The Contractor will either correct identified problems within 15 business days after receiving such request or present the City with a plan to fix such problems within a period of time that is acceptable to the City. Notwithstanding anything to the contrary, the Contractor shall not be relieved of his obligation to perform the services consistent with the terms of the Contract.

**VI. PROPOSAL PREPARATION**

The proposal response should address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined non-responsive. Offerors should organize their proposals using the format described below:

**A. Title Sheet**

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGE** of this

solicitation and include it as the first page of your proposal response. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided. **Offerors shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information, thereby invoking the protections of sec. 2.2-4342 Code of Virginia.**

B. Project Schedule

The time for the completion of the Scope of Work listed above shall be stated in the Offeror's proposal.

C. Experience of the Offeror in Providing This Service

Include a statement of the Offeror's experience in providing the services stated in the Scope of Services. If any subcontractors will be used, they should be identified and their qualifications included in the proposal response. Include experience of key individuals to be assigned to this contract, emphasizing their experience in working with similar contracts and local governments. Show only experience directly related to their assigned duties under the proposed contract. Identify only the specific individuals who will be actively working on this project.

Explain how the project team will be organized, who will fill each appropriate role, and what proportion of each individual's time will be devoted to a given phase of this project.

D. References

Provide a list of at least three (3) clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, facsimile number, description of type of services performed, and person the City may contact.

- E. Outline your firm's current and anticipated workload and your plan to dedicate the necessary resources to assure timely delivery of proposed services.
- F. Provide an audited financial statement for the most recent fiscal year. Offeror's shall provide a letter from the Manufacturer assuring uninterrupted service and support for the proposed system.

## **VII. CRITERIA FOR PROPOSAL EVALUATION:**

The City of Lynchburg will consider all aspects of each Proposal, including guarantees respecting the installation and servicing arrangement. The following criteria will be used in the evaluation and rating of proposals for the selection of A/V Equipment. :

<b>Criteria</b>	<b>Point Value</b>
The ability, capacity and skill of the Offeror to perform the contract and to provide the service required.	TBD
The design that best meets the City's need	TBD
Timeliness of service performance	TBD
Experience of Organization	TBD
Financial Stability	TBD
Terms and Discounts	TBD
Delivery Date	TBD
Warranties	TBD
Understanding the City's needs for this contract	TBD
Cost	TBD

## **VIII. METHOD OF AWARD**

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the provisions of competitive negotiation in compliance with Code of Virginia Sec. 2.2-4301 (3.a). Should the City determine that only one offeror is fully qualified, or clearly more highly qualified and best suited than all others, a contract may be negotiated and subsequently awarded to that offeror.

Upon making an award, or giving notice of intent to award, the City will place official notice on its Purchasing Division Web site and place appropriate notice on the public bulletin board located outside of the Purchasing Division Office, located on the third floor of City Hall.

## **IX. SOLICITATION DEBRIEFING**

The competitive negotiation process requires that the content of all offers made subject to this solicitation be kept confidential until official posting of the City's 'intent to award'. In accordance with section VII. above, with the exception of documents claimed as proprietary, such information may be viewed only by a submitting offeror within a 10 day period after notice of intent to award is given, and by the general public only after the award is made. The City shall not be required to give reasoning for its decision to award to the selected offeror.

## **X. GENERAL TERMS AND CONDITIONS**

### **A. Subcontracting and Assignment of Work**

The Contractor shall not subcontract or assign portions of the work, other than those specifically defined in the CONTRACT, without the express written consent of the City. A description of any work the Contractor proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to the City for all work

performed by any subcontractor or special consultant.

B. Payment for Services

Payments to the Contractor shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City's Information Technology Department. The Contractor's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The Contractor agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

C. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to Terry Hutchens, Manager Network Services, or V. Eloise Bowling, CPPB, Senior Buyer, Purchasing Division. The Contractor agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

D. Termination and Ownership of Documents

The City reserves the right to terminate the contract upon seven days written notice to the Contractor. In the event of termination pursuant to this paragraph, which is not the fault of the Contractor, the Contractor shall be paid for all services provided through the date of termination. The contract will terminate immediately upon failure of the Lynchburg City Council to appropriate funds for its continuance.

The Contractor agrees that all information and materials gathered and/or prepared by or for it under the terms of the CONTRACT shall be delivered to, become and remain the property of the City upon completion of the work or termination of the CONTRACT. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

E. Laws and Regulations

The Contractor shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Contractor shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. The Contractor shall be properly registered in the Commonwealth of Virginia. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Lynchburg City General District Court or the Lynchburg City Circuit Court.

F. Right to Modify Contract - Additional Services

In accordance with Virginia Code Section 2.2-4309, the City may add to the Scope of Services or make changes in the Scope of Services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed upon.

G. Severability:

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

H. Licenses and Permits



The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work.

I. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

J. Payments to Contractors

In accordance with Code of Virginia Section 2.2-4354 the Contractor agrees that:

1. Should any subcontractor be employed by the Contractor for the provision of any goods or services under this Contract, the Contractor agrees to the following:
  - a. The Contractor shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:
    - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or
    - (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the City shall be given to: Terry Hutchens, Manager, Network Services.
  - b. The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph a.(2) above.
  - c. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

- d. The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the City.
- e. No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

K. Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted in writing to the City Manager with copy to the Purchasing Agent, no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given within ten days of the occurrence of the event giving rise to the claim or the beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The decision of the City Manager on the claim shall be final unless appealed to the Lynchburg Circuit Court as provided by law.

L. Taxes

The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Contractor and not of the City and the City shall be held harmless for same by the Contractor.

M. Indemnification

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

N. Contract Assignment

A Contract resulting from this solicitation may not be assigned, in whole or part, without the written consent of the City.

O. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Contractor shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

P. Responsibility for Property

The Contractor shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor shall be repaired or replaced by the Contractor, to the satisfaction of the City, at the Contractor's expense.

Q. Precedence of Documents

The precedence of documents shall be as follows:

- (1<sup>st</sup>) the CONTRACT,
- (2<sup>nd</sup>) the City's Request for Proposals and
- (3<sup>rd</sup>) the Offeror's response to the Request for Proposals.

R. Administrative Appeals Procedures

In accordance with Sec 18-159 of the Lynchburg Code and sec.2.2-4365 Code of Virginia, any bidder, offeror or Contractor may protest a decision to award or an award, appeal a decision to refuse to allow withdrawal of bids, appeal a decision of disqualification, debarment or a determination of non-responsibility, or appeal a decision on disputes arising during the performance of a contract.

Any protest or appeal pursuant to this section shall be in accordance with such administrative procedures as the City Manager may prescribe.

Any bidder, offeror or Contractor shall submit a written protest or letter of appeal to the City Manager with a copy to the Purchasing Agent, within the time constraints as set forth in sec. 2.2-4365 of the Code of Virginia. The written protest or appeal shall include the basis for the protest or appeal and the relief sought, and whether the bidder, offeror or Contractor wishes to have a hearing with respect to the protest or appeal.

If no hearing is requested, the City Manager or the Purchasing Agent shall render a written decision to the bidder, offeror or Contractor within ten (10) days of receipt of the written protest or letter of appeal.

If a hearing is requested, it shall be held within (10) days of receipt of the written protest or letter of appeal, and a final decision shall be rendered within ten (10) days of the hearing. During the hearing, the protesting party shall have the opportunity to present pertinent information and to cross-examine adverse witnesses. The hearing shall be an informal administrative proceeding rather than a judicial-type trial, and a disinterested person, other than a City employee, appointed by the City Manager, will conduct it.

The findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely matter.

Any party to the administrative procedure shall be entitled to institute judicial review if such action is brought within thirty (30) days of receipt of the written decision.

S. Confidentiality Contractor

All information obtained by the Contractor from the City as a result of this contract including employee names shall be confidential; and shall not be used for any purposes other than that specifically authorized, without the prior written permission of the City.

T. Insurance

The Contractor shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect himself and the City from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability) and Automobile Liability. All insurance shall be provided by

companies authorized to conduct business in the Commonwealth. The Contractor shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured. The Contractor shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage. ATTACHMENT 1

U. Other Terms and Conditions

1. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Contractor or vendor.

Successful Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful Contractor understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

2. Governing Law and Policy

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the Lynchburg Public Procurement Ordinance. The successful Contractor submits itself to the jurisdiction of a Court of competent jurisdiction in the City of Lynchburg, Virginia and such Courts shall be the appropriate forums.

3. Taxes

The offeror certifies that all applicable taxes (real estate, business license, personal property, etc.) have been filed, are paid fully up to date, and will remain paid on a timely basis through the life of any such procurement relationship with the City.

4. Licenses

It shall be the responsibility of the successful Contractor to secure and maintain all applicable licenses, and pay inspection fees required to do the work required.

5. False Information

The City reserves the right to cancel any contract if, in the opinion of the City, the offeror provided false, inaccurate or misleading information in the RFP documents or if the offeror withheld information from the City regarding the offeror's moral and business integrity and reliability as it relates to the good faith promise of the contract.

6. Independent Contractor

No relationship of employer and employee is created by this or any other subsequent contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent Contractor in the practice of its profession. The City shall neither have nor exercise control or direction over the methods by which Contractor performs services pursuant to a Contract. Contractor (including without limitation, its officers, shareholders, subcontractors, and employees) has no claim under any resultant Contract or otherwise against the City for social security benefits, workers compensation benefits, unemployment benefits, vacation pay, sick leave, or any other benefit of any kind.

7. Publicity

Successful Contractor agrees to submit to the City all advertising, sales, promotion, and other public matter relating to any service furnished by the Contractor wherein the City's name therewith may be inferred or implied. The successful Contractor further agrees not to publish or use any such advertising, sales promotion, or publicity matter without prior written consent of the City.

8. Force Majeure:

Neither party shall be deemed to be in default of any provision of contract, or failure in performance, resulting from acts or events beyond the reasonable control of such party. The Contractor shall notify the City in writing as soon as Contractor knows, or should reasonably know, that a force majeure event has occurred that will delay completion of the scope of work. Said notification shall include reasonable proof required by the City to evaluate any Contractor request for relief. The City's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on both parties. The Contractor is not entitled to damages, compensation, or reimbursement from losses incurred from any force majeure event.

9. Performance and Payment Bond:

A performance bond and a payment bond in the amount of 100% of the Contract amount shall be required from the successful Contractor within ten (10) working days after award and prior to the beginning of any work. A surety company subject to the approval of the City of Lynchburg shall issue the bond.

10. Tax Exemption:

The City of Lynchburg as a public body and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. Lynchburg's tax identification number is 54-6001405.

11. State Corporation Commission (SCC) Registration

If listed as a Corporation, offerors must also submit documentation, with their response/proposal, that they are currently registered with the Virginia State Corporation Commission.



## CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

In every contract over \$10,000, the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Certified by: \_\_\_\_\_ (corporate seal)

Date: \_\_\_\_\_

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

\_\_\_\_\_ (seal)

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**CITY OF LYNCHBURG, VIRGINIA  
OFFICE OF RISK MANAGEMENT  
INSURANCE REQUIREMENTS**

**A. Contractor's Insurance**

1. During the term of this Contract, the Contractor shall procure and maintain insurance coverage with insurance companies rated by A.M. Best Company as A-VIII or better. The company (ies) shall be authorized to do business under the laws of the Commonwealth of Virginia and be acceptable to the City of Lynchburg and shall provide the following minimum types of insurance:

**a. Commercial General Liability Insurance** - This will cover claims for Bodily Injury, Property Damage, Personal and Advertising Injury, Products and Completed Operations, which may arise from operations under the Contract, whether such operations be performed by the Contractor or by any Subcontractor or Independent Contractor, or by anyone directly or indirectly employed by any of them. Such insurance shall include coverage's "X", "C" and "U" for explosion, collapse of other structures and underground utilities, as well as Contractual Liability Insurance covering the requirements outlined in the General Conditions. This insurance shall name the City, the City Council and its employees as additional insured **by endorsement** to the Commercial General Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Lynchburg as an additional insured. The City of Lynchburg shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract. If endorsements to the Commercial General Liability insurance policies cannot be made, then separate policies providing such protection shall be purchased by the Contractor.

1. The Policy shall have the following minimum limits:

- \$1,000,000 Each Occurrence Limit
- \$1,000,000 General Aggregate Limit
- \$1,000,000 Personal and Advertising Injury Limit
- \$1,000,000 Products and Completed Operations Aggregate Limit
- \$5,000 Medical Expense Limit

This insurance shall include the following provisions and/or endorsements:

- 1) The General Aggregate limit shall apply on a "per project" and on a "per location" basis;
- 2) Coverage shall apply to all liability arising from all premises and operations conducted by the Contractor, subcontractors and independent contractors;
- 3) The Contractor agrees that liability arising from Products and Completed Operations will be covered. Such liability coverage will be maintained for two years after completion of the Work
- 4) The Contractor shall require each of his Subcontractors to procure and maintain Commercial General Liability Insurance of the type specified in this document in the minimum amounts required by the City and the Contractor, during the term of this subcontract.

**b. Worker's Compensation and Employer's Liability Insurance** for the Contractor's employees engaged in the Work under this Contract, in accordance with the Statutory requirements of the Commonwealth of Virginia. The Contractor shall require each of his Subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees engaged on such subcontracts. If any class of employees engaged on work under the Contract is not protected under the Worker's Compensation statute, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements. The amount of Employer's Liability Insurance for the Contractor and each of his Subcontractors shall not be less than:

- \$100,000 per employee for Bodily Injury
- \$100,000 per employee for disease
- \$500,000 per policy for disease

The Worker's Compensation and Employer's Liability Insurance policy shall include an "all states" or "other states" endorsement.

**c. Commercial Automobile Liability Insurance**, including coverage for owned, hired, non owned and borrowed vehicles used in the work with **minimum** limits of \$1,000,000 Combined Single Limit per occurrence. This insurance shall name the City, the City Council and its employees as additional insured's **by endorsement** to the Commercial Automobile Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Lynchburg as an additional insured. The City of Lynchburg shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract.

**ci. Umbrella Liability or Excess Liability Insurance** with the following **minimum** limits of:

\$5,000,000 Each Occurrence

\$5,000,000 Annual Aggregate

The following policies shall be endorsed as underlying policies:

Commercial General Liability

Commercial Automobile Liability

Employers Liability

This insurance shall name the City, the City Council and its employees as additional insured's **by endorsement** to the Umbrella or Excess Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Lynchburg as an additional insured. The City of Lynchburg shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this Contract.

2. Proof of insurance for each type of coverage listed herein shall be provided within 10 Days after issuance of the Award Letter for the Contract, and no work shall process unless all such insurance is in effect. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all such insurance of the Subcontractor has been so obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein. The Contractor certifies by commencement of the Work that his insurance and that of the Subcontractors is in effect and meets the requirements set forth herein.

3. The Contractor shall purchase and maintain required liability and all other insurance as is appropriate for the Work being performed and furnished. The insurance shall provide protection from claims which may arise out of or result from Contractor's performance and furnishing of the Work and Contractors other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

a. claims under Worker's Compensation, Employers Liability, disability benefits, and other similar employee benefit acts;

b. claims for damage because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

c. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

d. claims for damages insured by personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor; or (2) by any other person for any other reason;

e. claims for damages, other than the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and

f. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

4. The insurance required to be purchased and maintained by the Contractor shall:

a. include completed operations insurance;

b. with respect to any other insurance coverage written on a claims-made basis, remain in effect for at least 2 years after final payment (and Contractor shall furnish the City and Engineer evidence satisfactory to the City of continuation of such insurance at final payment and 1 year thereafter);

c. Contains a cross liability or severability of interest clause or endorsement.

Insurance covering the specified additional insured's shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance.

B. All of the aforesaid insurance policies must be endorsed to provide that the insurance company ***shall give 30 days written notice to the City*** if the policies are to be terminated or if any changes are made during the Contract period which will affect in any way the insurance requirements required in this Contract. Before starting the Work, the Contractor shall provide the City with a copy of each policy which he and each of his Subcontractors shall carry in accordance herewith, together with receipted bills evidencing proof of premium payment. These policies shall contain endorsements to the policies naming the City of Lynchburg as an additional insured as required.

C. Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

**ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING**

If a limited liability company, limited liability partnership or a limited partnership indicate below:

- Check one: ☐ Limited liability company  
☐ Limited liability partnership  
☐ Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?

☐ Yes ☐ No

Name and address of organizer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List who is authorized to execute contracts: \_\_\_\_\_

\_\_\_\_\_

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: \_\_\_\_\_

Owner's name and address: \_\_\_\_\_

Registration date: \_\_\_\_\_

Expires: \_\_\_\_\_

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business:

\_\_\_\_\_

If you are a sole proprietor using an assumed name, please list below:

\_\_\_\_\_

Registration date: \_\_\_\_\_ Expires: \_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
		+						

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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## Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

## Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



## AGREEMENT

This Agreement made and entered into on the \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, party of the first part, hereinafter referred to as Contractor, and the City of Lynchburg, a municipal corporation of the Commonwealth of Virginia, party of the second part, hereinafter referred to as the Owner.

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

- 1). That the Contractor shall furnish all labor, materials, tools, and equipment and perform all work in manner and form as contained in the Specifications and Drawings, dated \_\_\_\_\_ for the \_\_\_\_\_ and all other specifications as referenced in these documents.
- 2). That the Contractor shall commence work within ten (10) days after award of the Contract and Notice to Contractor to Proceed with the work under contract, and shall substantially complete the work within \_\_\_\_\_ consecutive calendar days following the issue date of Notice to Proceed.
- 3). The Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, as follows:

The lump sum of: \_\_\_\_\_

- 4) Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 90 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
- 5). It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall at its expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.
- 6). Contractor agrees to fulfill all requirements of State, Federal, and Municipal laws which may be applicable to this project.

This Agreement is executed in two counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused its name to be subscribed to this Agreement by \_\_\_\_\_, its \_\_\_\_\_, and its corporate seal to be hereunto affixed and attested by \_\_\_\_\_, its \_\_\_\_\_, said officers being duly authorized therefore; and the City of Lynchburg has caused its name to be hereunto subscribed by Kimball Payne, its City Manager, and its corporate seal to be hereunto affixed and attested by Patricia Kost, its Clerk of Council, said officers being duly authorized therefore, all as to the day and year first above written.

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY OF LYNCHBURG

(SEAL)

BY: \_\_\_\_\_

ATTEST:

City Manager

\_\_\_\_\_  
Clerk of Council

APPROVED:

\_\_\_\_\_  
City Attorney